

**INTERAGENCY AGREEMENT
BETWEEN
THE NATIONAL PARK SERVICE
AND
THE U. S. ARMY CORPS OF ENGINEERS**

I. Purpose.

A. This Interagency Agreement (IA) for environmental remediation, technical assistance, and homeland defense/security activities defines the roles and responsibilities of the U.S. Army Corps of Engineers, Omaha District, hereinafter referred to as USACE, and the National Park Service, hereinafter referred to as NPS. Specifically, this IA defines the conditions and procedures for NPS to access the USACE Nationwide/International Rapid and Immediate Response Remedial/Removal Action Program, as well as other USACE programs, to provide technical assistance, time-sensitive environmental services, and homeland defense/security services. The homeland defense/security services will provide support to homeland defense/security initiatives involving the assessment and/or implementation of preventative measures to address facility vulnerabilities or remediation damages or materials from actual attack.

B. It is advantageous to NPS and in the public interest to share existing contract services to facilitate procurement of essential services and reduce overall acquisition costs to the United States Government.

II. Authority.

This IA is entered into pursuant to the Economy in Government Act (31 U.S.C. § 1535) and the NPS mission statement.

III. Parties.

To provide for consistent and effective communication between USACE and NPS, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this IA.

A. NPS. The NPS office is located at the following address:

National Park Service
Midwest Regional Office
1709 Jackson Street
Omaha, NE 68102

1. NPS Contracting Officer:

Ms. Theora McVay
Phone: 402-221-3487

2. Other key NPS officials “(Program Officers)”. Articles IV and IX.A. state that Article III identifies the Program Officer. Program Officers will be management-level representatives from each Field Area Office authorized to make commitments for their areas in implementation of the terms of this IA.

The work to be performed under this IA is subject to monitoring by the NPS Contracting Officer designated in Article III of this IA or such other persons as designated in writing from time to time by the NPS Contracting Officer. The NPS Program Officer’s responsibility is set forth in Article IX, “Technical Direction and Surveillance.”

B. USACE. The USACE office is located at the following address:

U.S. Army Corps of Engineers
Omaha District
106 S. 15th Street
Omaha, NE 68102-1618

USACE Program Manager, acting as USACE
Program Officer:

Mr. Greg Herring
Phone: 402-221-7712, Fax: 402-221-7838
Cell Phone: 402-968-6687

IV. Scope of Work.

A. For the periods established in Article V, Terms of Agreement, USACE will contribute efforts to facilitate environmental remedial/removal action support through the USACE Nationwide/International Rapid and Immediate Response Remedial/Removal Action Program by agreeing to the following.

1. USACE will develop a complete Scope of Work and Government Estimate with assistance and input from NPS at its direction.

2. All contracting functions, including requests for proposal, negotiations, awards, and contract administration, will be carried out by USACE.

3. USACE technical personnel will review any contractor work products for compliance with the Scope of Work and will ensure that all comments and concerns of USACE and NPS are addressed in work products.

4. All contracted onsite activities contributing to the remedial/removal action process will be administered and conducted under the oversight of a full-time USACE Rapid Response representative, with all activities conducted in full coordination with the designated NPS official.

5. All “self-performed” or contracted Technical Assistance project activities or activities appropriate for completion under the Rapid Response Business Process will be staffed at a level of effort agreed upon by NPS and USACE.

B. For the period established in Article V, Terms of Agreement, both USACE and NPS will contribute efforts toward executing NPS’s environmental technical assistance or restoration activities by mutually agreeing to the following:

1. NPS will provide USACE with adequate “seed money” for each project so that USACE may develop a project estimate, negotiate a contract delivery order, and develop draft work plans for the desired project action. Typically, the seed money required will be between \$15,000 and \$35,000, depending on the size and complexity of the project. The amount of seed money required will be determined on a project-specific basis and will be agreed upon by the NPS Program Officer and the USACE Program Officer.

2. The circumstances of contracted projects executed under the terms of this IA meet the Rapid Response Support Requirements provided at Attachment 1.

3. The NPS Program Officer (to be defined) or other designated NPS official may designate a project under this IA as Technical Assistance, Rapid, or Immediate in coordination with the designated USACE Program Officer.

4. All projects designated as “Technical Assistance” will be executed in accordance with the NPS Form 10-192 WOF SOW (Attachment 4), as determined appropriate by both NPS and USACE.

5. The intent of USACE is to execute all projects designated as “Rapid” in such a manner that will allow a fully mobilized site presence within 30 to 60 days from the date of the initial receipt of funding authorization from the NPS. However, both parties recognize that unforeseen prevailing circumstances, including regulatory intervention, technical design complications, and other unforeseen conditions, may provide cause to either expedite or delay these mobilization goals for a “Rapid” project.

6. The intent of USACE is to execute all projects designated as “Immediate” in such a manner that will allow a fully mobilized site presence within 72 to 140 hours from the date of the initial receipt of funding authorization from the NPS. Both parties recognize that all “Immediate” projects will be executed under an initial contract action and then finalized within 120 days of contract award. Further, both parties recognize that unforeseen prevailing circumstances, including regulatory intervention, technical design complications, and other unforeseen conditions, may provide cause to either expedite or delay these mobilization goals for an “Immediate” project.

7. All activities contracted by USACE under this IA may be executed as a cost-reimbursable or a firm fixed-price contractual agreement, as determined appropriate by both USACE and NPS.

C. For the period established in Article V, Terms of Agreement, both USACE and NPS will contribute efforts toward executing homeland defense/security services providing support to homeland defense/security initiatives involving the assessment and/or implementation of preventative measures to address facility vulnerabilities or remediation damages or materials from actual attack.

V. Terms of Agreement.

A. This IA will be effective until terminated by the agreement of both parties.

B. Each party will appoint a Program Officer who will be responsible to oversee the tasks performed under this IA. The Program Officers designated in Article III have the authority to agree to and approve technical changes in the Scope of Work.

C. This IA may be modified or amended only by written mutual agreement of the parties. Either party may terminate this IA by providing written notice to the other party. The termination shall be effective upon the sixtieth (60th) calendar day following notice, unless a later date is set forth. In the event of termination, NPS shall continue to be responsible for all costs incurred by USACE under this IA and for the cost of closing out or transferring any ongoing actions.

VI. Financial Administration.

A. Funding between NPS and USACE.

1. NPS shall obligate and provide funding on a reimbursable basis to USACE based on the tasks described, committed to, and undertaken by the USACE. If USACE determines at any time during the work that the funding initially provided will not be adequate for all costs related to its work, then USACE shall immediately notify NPS. NPS shall be responsible for obtaining the necessary additional funds. USACE will cooperate in these efforts but will not furnish USACE appropriations. USACE project cost information (effective rates, general and administrative (G&A) overhead costs, and departmental overhead (indirect) costs) is located at Attachment 2.

2. If estimated costs exceed available funding and additional funds are not available to complete the project, then USACE will advise NPS and cease work. NPS shall pay all costs incurred by USACE up to the date of this direction plus all costs related to terminating any contracts for the convenience of the Government and all valid contract claims.

3. Upon completion of the assistance contemplated under this IA, USACE shall conduct a final accounting to determine the total actual costs of the assistance provided. NPS may deobligate any amounts obligated in excess of the actual costs incurred by USACE within 90 days of the final accounting of each project.

4. USACE will be responsible for tracking funds and budgets for this work. USACE will use its normal accounting practices and charge its normal indirect overhead rates for this work. At any time, upon request by NPS, USACE will provide information on current rates, as rates are subject to change.

5. USACE will not bill NPS more often than monthly for the reimbursement of its costs incurred up to the maximum amount authorized under this IA. Billing will be processed via electronic on-line payments of SF1080 bill invoices.

Billings will reference the following:

NPS Agency Location Code: 14 10 0099

NPS Doc Number: NPS Form 10-192, Block 2

NPS Account Number Form: NPS Form 10-192, Block 19a

USACE Financial POC:

Barb Haskins, Program Analyst
402-221-7823

6. USACE shall establish and maintain records and receipts of the expenditure of all funds under this IA. The records shall be maintained in sufficient detail to permit identification of the nature of expenditures made by USACE and shall be made available for inspection by NPS officials upon request. Once a Work Order has been issued, USACE will provide a copy to NPS.

7. Reporting Requirements (See Attachment 3).

B. Modifications. Changes, additions, and deletions to the Scope of Work to be performed for an individual project must be formalized by a modification to the respective Work Order, as discussed in Article VIII of this IA. They should be supported by a revised or proposed NPS budget, approval by USACE, and other appropriate documentation.

VII. Public Information.

A. Consistent with the Freedom of Information Act (FOIA) (5 U.S.C. § 552 *et seq.*), procedures for the timely release of information to the public regarding projects and programs implemented under this IA will be coordinated by NPS and USACE. The Administrative Record project file remains the responsibility of NPS. USACE will provide copies of all documentation to NPS and NPS's repository.

B. Justification and explanation of NPS' programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of NPS. USACE may provide, upon request, any assistance necessary to support NPS' justification or explanations of the NPS programs conducted under this IA. In general, NPS is responsible for all public information. NPS or USACE shall make its best effort to give the other party advance

notice before making any public statement regarding work undertaken or contemplated under this IA.

VIII. Work Orders.

A. It is anticipated that Work Orders will be periodically issued by mutual agreement of the parties under this IA. However, nothing herein should be construed to require NPS to place any minimum amount of work under this IA. The Work Order will serve the purpose of defining the scope, establishing funding limitations, and providing funding data for each project. NPS Form 10-192 will be used for each successive project, including amendments (See Attachment 4).

B. USACE shall notify the NPS Program Officer and the NPS Contracting Officer in writing whenever it has reason to believe that the total cost of the performance for any Work Order will be greater or substantially less than had been previously estimated. As part of the notification, USACE shall provide NPS a revised estimate of the total cost of performing any work segments set forth herein.

C. USACE shall monitor, collect, control, and report costs against each Work Order identified. In no event will USACE be entitled to reimbursement of more than the funding limitation for each Work Order. Reporting requirements are specified in Article VI. Attachment 3 contains project Reporting requirements.

D. Upon notification to USACE of any intended Work Order or modification to any existing Work Order, USACE shall submit a Government Estimate and a Scope of Work (SOW) containing the following information: a description of the work to be performed, the level of effort, the period of performance for such work, the personnel designated for the work activity, and the total funding needed to allow completion, along with cost data in such detail as the NPS Contracting Officer may require and any other terms and conditions deemed appropriate. However, it is understood that cost data provided with such Government Estimate and SOW identifying the expected total estimated cost or level of effort for a work segment have been provided for the purpose of establishing the reasonableness of the funding limitations. No work is authorized except as included and funded by a Work Order incorporated in the IA--and then only if the aggregate dollar value of all Work Orders is within the total estimated cost specified for the project specific work assignment.

IX. Technical Direction and Surveillance.

A. The work to be performed by USACE under this IA is subject to the surveillance (oversight) of and written technical direction of an NPS Program Officer, identified in Article III of this IA. The term "technical direction" is defined to include, without limitation, the following:

1. Information to USACE that assists in the interpretation of drawings, specifications, or technical portions of Articles IV and VIII of this IA.

2. Review and, where required by the IA, approval of technical reports, drawings, specifications, or technical information to be delivered by USACE to NPS under this IA.

The Program Officer shall monitor USACE performance with respect to compliance with the requirements of this IA.

B. Technical direction and management surveillance shall not impose tasks or requirements upon USACE additional to or different from the tasks and requirements stated in Articles IV and VIII of this IA. In order for the technical direction to be valid, it:

1. Must be in writing and be consistent with the tasks and requirements stated in Articles IV and VIII of this IA and

2. May Not:

- (i) Constitute an assignment of additional work outside the tasks and requirements stated in Articles IV and VIII of this IA;
- (ii) In any manner cause an increase or decrease in the total estimated IA cost or the time required for the IA's performance;
- (iii) Change any of the expressed terms, conditions, or specifications of the IA; or
- (iv) Accept non-conforming work.

C. USACE shall proceed promptly with the performance of technical directions duly issued by the NPS Program Officer in the manner prescribed by Article IX.B. and that are within his authority as stated in Article IX.A. However, USACE shall immediately cease the performance of any technical direction upon receipt of a written instruction to that effect from the NPS Contracting Officer.

D. If, in the opinion of USACE, the technical direction issued by the Program Officer is within one of the categories as defined in Articles IX.B.2(i) through (iv) above, then USACE shall not proceed but rather shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such technical direction. (Because technical directions are not part of the IA, there is no need to modify the IA.) Such notice shall (1) include the reason upon which USACE bases its belief that the technical direction falls outside the purview of Article IX.A. above and (2) include USACE's best estimate as to any necessary revisions in the estimated cost, performance time, delivery schedules, and any other contractual provisions that would result from implementation of the technical direction. If, after reviewing the information presented, the NPS Contracting Officer determines that such technical direction is authorized by Article IX.A., then the Contracting Officer will direct USACE to proceed with the implementation of such technical direction and USACE shall comply. In the event that the NPS Contracting Officer determines that it is necessary to avoid a delay in performance of the IA, she

may direct in writing that USACE proceed with the implementation of the technical direction pending receipt of the information to be submitted.

E. The only persons authorized to give technical direction to USACE under this IA are the NPS Contracting Officer, the NPS Program Officer identified in Article III, and the NPS Work Order POC as identified in Block 21 of NPS Form 10-192 (Attachment 4).

X. Contract Claims and Disputes.

A. All claims and disputes by contractors arising under or relating to contracts awarded by USACE will be resolved in accordance with Federal law and the terms of the individual contract. USACE will have dispute resolution authority for these claims. Any USACE Contracting Officer's final decision may be appealed to the Armed Services Board of Contract Appeals (ASBCA) by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. § 601-613). In lieu of appealing to ASBCA, the contractor may bring an action directly in the United States Court of Federal Claims.

B. USACE will be responsible for handling all litigation involving disputes and appeals and for coordinating with the Department of Justice, as appropriate. USACE will promptly notify the NPS Contracting Officer orally and in writing upon the filing of any claim or litigation relating to the contract or upon a USACE decision to file a claim or institute litigation for which NPS may be financially responsible. USACE will provide regular status reports concerning any pending claim or litigation and copies of all pleadings filed in litigation.

C. USACE will not settle any claim or litigation without first advising and consulting with NPS and fully considering the position of NPS to the maximum extent possible. If NPS requests that USACE pay a claim or settle litigation, USACE will make every effort to do so, provided the USACE Contracting Officer deems it appropriate to settle.

XI. Liability.

If liability of any kind is imposed on the United States relating to USACE's provision of goods and services under this IA, including liability under CERCLA and RCRA, NPS will remain responsible as the program proponent for providing such funds as are necessary to discharge the liability and all related costs.

XII. Implementation.

This IA is effective upon signature of the responsible parties of both agencies.

ON BEHALF OF THE
NATIONAL PARK SERVICE

ON BEHALF OF THE
U.S. ARMY CORPS OF
ENGINEERS

For David N. Owen
ERNEST QUINTANA
Regional Director

For Kurt F. Ubbelohde
KURT F. UBBELOHDE
Colonel, EN
Commanding

7/30/03
Date

28 July 2003
Date

Theora McVay
THEORA MCVAY
Contracting Officer

July 30, 2003
Date

ATTACHMENT 1 SUPPORT REQUIREMENTS

Where:

- Sites currently owned or controlled by the Federal Government;
- Sites formerly owned or controlled by the Federal Government;
- Sites where the Federal Government is otherwise authorized to respond.

For What:

Federal Response: Rapid Response provides a full response service to the Federal customer in situations where rapid or immediate response action is necessary to protect human life, public health, or the environment. In addition, it can be used where the need exists for a rapid or immediate response action as dictated by congressionally mandated start dates, the Environmental Protection Agency, or regulatory constraints.

Homeland Defense/Security: Rapid Response provides time-sensitive support to homeland defense/security initiatives that involve the assessment and/or implementation of preventative measures to address facility vulnerabilities or the abatement, minimization, stabilization, containment, mitigation, or elimination of damages or materials remaining from an actual attack by a terrorist, terrorist organization, or hostile country.

USACE Mission Support: Rapid Response provides full support to all U.S. Army Corps of Engineers commands that directly request assistance in meeting their base mission support needs where there is an immediate threat to human life, public health, or the environment.

Rapid Response Business Process Activities: Rapid Response can be used to provide support to projects that may not involve imminent threats to human life, public health, or the environment but may have significant impacts on human life, public health, or the environment. Rapid Response can support projects where unforeseen conditions are highly prevalent and the ability to provide a detailed design is impractical and adverse impacts to human life, public health, and the environment could exist.

ATTACHMENT 2

GENERAL ADMINISTRATION AND TECHNICAL RATES

Technical Support Activities:

Technical support and consulting activities using in-house labor will be on a direct reimbursable basis and limited to a total not-to-exceed figure that has been thoroughly coordinated with the NPS Program Officer. Current USACE general administrative and overhead rates are attached (Attachments 2A and 2B) and are subject to change on a monthly basis. Basic wage rates will typically be at the GS-07 through GS-12 scale.

USACE construction management includes contract administration activities and full-time construction and field oversight by at least one full-time Rapid Response Construction Representative or Project Engineer. The Rapid Response User Fee is applied through a revolving fund to reimburse various overhead costs incurred with the operation of the Rapid Program, such as the procurement of new contracts, contract negotiations, and administrative costs.

Engineering and technical support activities typically include pre-award and award activities and award of the basic Work Order and may include the initial site visit to an NPS removal action site, review of the contractor's work plan, review of the site safety and health plan, incidental design activities associated with the removal action, and task order negotiations. Generally, engineering costs are limited to less than 2-3 percent of the basic delivery order amount but will vary based on the complexity of a project. All engineering costs will thoroughly coordinated with the NPS Project Officer.

USACE labor costs for general and administrative and project-specific labor are included in Tables 1 and 2 (Attachments 2A and 2B).

ATTACHMENT 2A

Table 1

ENGINEERING, CONSTRUCTION, PPPM (CDO) TOTAL PROJECT CHARGE BREAKDOWN AS OF 6 APRIL 2003

To calculate the hourly labor cost for in-house staff:

<u>Overhead Item</u>	<u>Overhead Labor Rates</u>		<u>Total Cost Impact</u>	
	<u>Rate</u>	<u>Formula</u>	<u>Mil/DERP</u>	<u>Civil/EPA</u>
Effective Multiplier	55.0%	Hr Pay X 1.55 =	1.55	1.55
Dept OH MIL	47.1%	1.55 X 47.1 =	0.7301	
Dept OH CIV	53.5%	1.55 X 53.5 =		0.8293
G&A OH MIL	22.4%	1.55 X 22.4 =	0.3472	
G&A OH CIV	23.4%	1.55 X 23.4 =	_____	<u>0.3627</u>
Total Labor Multiplier (reg. Labor)			2.627	2.742

Effective Rate Costs:

Annual Leave
Sick Leave
Administrative Leave
Holidays
Government Contributions to:
Retirement
Life Insurance
Health Insurance
Social Security

General & Administrative (G&A) Overhead Costs:

Executive Office
RMO
Public Affairs Office
Office of Counsel
CPAC & CPOC (Human Resources)
Logistics Management Office
EEO
Safety Office
Security Office
Internal Review Office
IMO
Contracting Division
MRD Plane (partial)
F&A

Departmental Overhead (Indirect) Costs:

Labor & Overtime (Indirect
Personnel)
Training
Per Diem & Travel (Training
& Indirect Personnel)
Permanent Change of Station
(PCS) Related Costs
Freight Charges
Supplies & Materials, Magazine
Subscriptions, Microfilm, Software
Telephone, Mail
GSA Space & Utilities
Equipment Rental
Rental GSA Vehicles
Reproduction
Expendable Tools
Photo Unit/Graphics
Communications Unit
Shops and Yards (Maintenance Base)
Depreciation
Insurance
Plant Replacement
MRD Plane (partial)

ATTACHMENT 2B

Table 2

**RAPID RESPONSE PROGRAM OFFICE
TOTAL PROJECT CHARGE BREAKDOWN
AS OF 6 APRIL 2003**

<u>Overhead Item</u>	<u>Overhead Labor Rates</u>		<u>Total Cost Impact</u>	
	<u>Rate</u>	<u>Formula</u>	<u>Mil/DERP</u>	<u>Civil/EPA</u>
Effective Multiplier	55.0%	Hr Pay X 1.55 =	1.55	1.55
Dept OH MIL	63.4%	1.55 X 63.4 =	0.9827	
Dept OH CIV	63.4%	1.55 X 63.4 =		0.9827
G&A OH MIL	22.4%	1.55 X 22.4 =	0.3472	
G&A OH CIV	23.4%	1.55 X 23.4 =	_____	<u>0.3627</u>
Total Labor Multiplier (reg. Labor)			2.880	2.895

For questions concerning this info, contact Barb Haskins, 402-221-7823.

ATTACHMENT 3 IA REPORTING REQUIREMENTS

USACE will provide monthly progress reports to the NPS PM or Project Officer containing the following information:

- Site name and IA/WOF number.
- Summary of work performed.
- Accounting of funds expended during the reporting period and the project to date, which includes a budget cost breakdown.
- Summaries of all change orders and claims made on the contract during the reporting period.
- Summaries of all contacts with representatives of the local community, public interest groups, or State/Federal government during the reporting period.
- Summaries of problems or potential problems encountered during the reporting period.
- Projected work for the next reporting period.
- Attachment of a copy of all certified requests for reimbursement (SF1080) for all USACE costs submitted to NPS for payment during the reporting month. USACE will submit all SF1080's using an electronic billing process.

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
INTERAGENCY ACQUISITION AGREEMENT

*also need
Service Appropriation*

Page 1 of

1. Fiscal Year	2. IAA Number	4. Type Original Mod	5. Modification No.
	3. Other Agency Number		
6. This Agreement is entered into by		7. Amount of this transaction	
		Previous amount	
		8. Total amount	
9. Name of Agency:		10. Closeout date:	
		11. Under the authority of: <i>Economy Act</i> 31 U.S.C. § 1535 (a) <i>Reciprocal Fire Act</i> 42 U.S.C. § 1865 (a) Other (cite authority) P.L. 106-291	
12. Term of Agreement: Effective Date: Completion Date:		13. <i>Economy Act</i> determination attached? Yes No	
14. Statement of Work: (see attached) To perform work as described herein for the agency named in item 9. <input type="checkbox"/> To have work performed for NPS by the agency named in item 9. <input checked="" type="checkbox"/>		15. Bureau Procurement Chief approval attached? (Required for actions \$500,000 and above.) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
		PAYING AGENCY	BILLING AGENCY
16. Agency location code	16a. 14 10 0099	16b.	
17. Fund account symbol/appropriation	17a.	17b.	
18. Period of fund availability	18a.	18b.	
19. Account/cost structure	19a.	19b.	
20. Procurement document number	20a.	20b.	
21. Name of key officials	21a. Theora McVay	21b.	
22. Key official's telephone number	22a. 402-221-3487	22b.	
23. Billing method: OPAC <input checked="" type="checkbox"/> Point of Contact for OPAC Name:		Telephone:	
24. Billing frequency: Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Other (identify) <input type="checkbox"/>			
25. Billings through OPAC must always specify the NPS Interagency Acquisition Agreement Number and Account Number(s).			
26. Theora McVay National Park Service 1709 Jackson Street Contracting Division Midwest Regional Office Omaha, Nebraska 68102			
Execution of this Agreement constitutes an obligation against the requesting agency, and authority for the servicing agency to proceed with the work and services to be performed. Nothing contained herein will be construed as binding the paying agency to expend in any one fiscal year sums in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year. This Interagency Acquisition Agreement may be modified at any time during the Agreement period by written Agreement between the parties and may be terminated by either party after sixty (60) days written notice.			
26a. Approved for the National Park Service, by: PENDING AVAILABILITY OF FUNDS		Typed Name and Title: Theora McVay, Contracting Officer	
(Signature and Date)		Telephone and e-mail: (402) 221-3487, Theora_McVay@nps.gov	
26b. Approved for		Typed Name and Title:	
(Signature and Date)		Telephone and e-mail: _____	

DETERMINATION AND FINDINGS

Interagency Acquisition Agreement Number F60240200A4 and F60240200B4

Between

United States Department of the Interior
National Park Service

and

USACE
Missouri Army National Guard

SAMPLE

FINDINGS

Due to increased vigilance required following the events of September 11, 2001, the National Park Service will be assisted by the National Guard in supplying security and safety for the public in attendance for the July 4, 2002 holiday celebrations at Jefferson National Expansion Memorial. The normal security measures available to the NPS do not meet the heightened need.

1. Legal authority for the acquisition otherwise exists, and
2. The action does not conflict with any other agency's authority or responsibility.

DETERMINATION

In accordance with the *Federal Acquisition Regulation, Subpart 17.5*, I find that this Interagency Acquisition Agreement is appropriate.

Contracting Officer

Date